Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

# Filing at a Glance

Company: Vantis Life Insurance Company

Product Name: Classic and Prestige Annuities SERFF Tr Num: FRCS-127047326 State: Arkansas TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 48057

Variable Closed

Sub-TOI: A02I.002 Flexible Premium Co Tr Num: 5353.2 State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Exselsa Cartwright Disposition Date: 12/09/2011

Date Submitted: 02/22/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

Filing Type: Form

### **General Information**

Project Name: VANTIS/86.2 Status of Filing in Domicile: Pending

Project Number: 86.2 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Submitted on or

about this same date.

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 12/09/2011
State Status Changed: 02/28/2011

Deemer Date: Created By: Exselsa Cartwright

Submitted By: Exselsa Cartwright Corresponding Filing Tracking Number:

Filing Description:

We have been retained by Vantis Life Insurance Company to file the enclosed forms for approval in your state.

Our fee of \$50.00 has been sent by EFT on this same date.

The Company offers their assurances that the Complaint Notice required by Section 23-79-138 and the Guaranty Association notice required by Regulation 49 will be provided.

Form CMP PX1001 is a flexible premium deferred annuity sold on a qualified basis. This form is issued only with a 7

Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

year surrender charge period. This annuity contain a waiver of surrender charge feature in the case of terminal illness, nursing facility confinement or for certain partial withdrawals, as described in the contract. Issue ages for this contract is 18 – 85, age last birthday.

Application CMP 2861 which is being submitted this same date under a separate cover, will be used to apply for the annuity and may be used to apply for other annuities in the future.

This product is designed as an accumulation vehicle for tax deferred savings for qualified accounts. It will be offered to the general public aged 18 to 85 through licensed agents and financial institutions.

Additional details of these products are provided in the Actuarial Memorandum.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

# **Company and Contact**

#### **Filing Contact Information**

Exselsa Cartwright, Senior Compliance exselsa.cartwright@firstconsulting.com

Specialist

1020 Central 800-927-2730 [Phone] 2757 [Ext]

Suite 201 816-391-2755 [FAX]

Kansas City, MO 64105

#### **Filing Company Information**

(This filing was made by a third party - FC01)

Vantis Life Insurance Company CoCode: 68632 State of Domicile: Connecticut

200 Day Hill Road Group Code: Company Type: Windsor, CT 06095 Group Name: State ID Number:

(860) 298-6008 ext. [Phone] FEIN Number: 06-0523876

-----

# **Filing Fees**

Fee Required? Yes

SERFF Tracking Number: FRCS-127047326 State: Arkansas

Filing Company: Vantis Life Insurance Company State Tracking Number: 48057

Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50 PER FORM X 1 FORM = \$50

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Vantis Life Insurance Company \$50.00 02/22/2011 44950939

 SERFF Tracking Number:
 FRCS-127047326
 State:
 Arkansas

 Filing Company:
 Vantis Life Insurance Company
 State Tracking Number:
 48057

Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

# **Correspondence Summary**

#### **Dispositions**

| Status              | Created By | Created On | Date Submitted |
|---------------------|------------|------------|----------------|
| Approved-<br>Closed | Linda Bird | 12/09/2011 | 12/09/2011     |
| Approved-<br>Closed | Linda Bird | 02/28/2011 | 02/28/2011     |

#### **Amendments**

| Schedule            | Schedule Item Name             | Created By  | Created On | Date Submitted |
|---------------------|--------------------------------|-------------|------------|----------------|
| Supporting Document | Life & Annuity - Acturial Memo | Kevin Wiggs | 12/07/2011 | 12/08/2011     |
| Filing Notes        |                                |             |            |                |

| Subject            | Note Type        | Created By  | Created Date Submitted On |
|--------------------|------------------|-------------|---------------------------|
| Request to Re-Open | Note To Filer    | Linda Bird  | 12/07/2011 12/07/2011     |
| Request to Re-Open | Note To Reviewer | Kevin Wiggs | 12/06/2011 12/06/2011     |

Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

# **Disposition**

Disposition Date: 12/09/2011

Implementation Date: Status: Approved-Closed

Comment: Company has submitted corrected Actuarial Memorandum.

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 FRCS-127047326
 State:
 Arkansas

 Filing Company:
 Vantis Life Insurance Company
 State Tracking Number:
 48057

Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

| Schedule                      | Schedule Item                        | Schedule Item Status | <b>Public Access</b> |
|-------------------------------|--------------------------------------|----------------------|----------------------|
| Supporting Document           | Flesch Certification                 |                      | Yes                  |
| Supporting Document           | Application                          |                      | No                   |
| Supporting Document (revised) | Life & Annuity - Acturial Memo       |                      | No                   |
| Supporting Document           | Life & Annuity - Acturial Memo       | Replaced             | No                   |
| Supporting Document           | Fraud Warning Page                   |                      | Yes                  |
| Form                          | Individual Flexible Premium Deferred |                      | Yes                  |

Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

# **Disposition**

Disposition Date: 02/28/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 FRCS-127047326
 State:
 Arkansas

 Filing Company:
 Vantis Life Insurance Company
 State Tracking Number:
 48057

Company Tracking Number: 5353.2

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|-------------------------------|--------------------------------------|----------------------|----------------------|
| Supporting Document           | Flesch Certification                 |                      | Yes                  |
| Supporting Document           | Application                          |                      | No                   |
| Supporting Document (revised) | Life & Annuity - Acturial Memo       |                      | No                   |
| Supporting Document           | Life & Annuity - Acturial Memo       | Replaced             | No                   |
| Supporting Document           | Fraud Warning Page                   |                      | Yes                  |
| Form                          | Individual Flexible Premium Deferred |                      | Yes                  |

Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

#### **Amendment Letter**

Submitted Date: 12/08/2011

#### **Comments:**

Just recently, the Company determined that its standard nonforfeiture law (SNFL) calculation is incorrect and that the following changes need to be made:

• On the CMP PX1001 form, the surrender charges do not change, but the actuarial memorandum's description of the SNFL methodology does change.

This form has not been marketed and will not be marketed with the incorrect surrender charges.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

#### **Changed Items:**

**Supporting Document Schedule Item Changes:** 

Satisfied -Name: Life & Annuity - Acturial Memo

Comment:

Prestige Plus GENERIC INDEXED 2011 - FINAL.pdf

SERFF Tracking Number: FRCS-127047326 State: Arkansas

Filing Company: Vantis Life Insurance Company State Tracking Number: 48057

Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

**Note To Filer** 

Created By:

Linda Bird on 12/07/2011 08:24 AM

Last Edited By:

Linda Bird

**Submitted On:** 

12/07/2011 08:24 AM

Subject:

Request to Re-Open

**Comments:** 

Filing has been re-opened in order for corrections to be made.

Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

**Note To Reviewer** 

Created By:

Kevin Wiggs on 12/06/2011 01:23 PM

Last Edited By: Kevin Wiggs

Submitted On:

12/06/2011 01:23 PM

Subject:

Request to Re-Open

**Comments:** 

On behalf of the Company, we would like to request that this filing be re-opened.

Just recently, the Company determined that its standard nonforfeiture law (SNFL) calculation is incorrect and that the following changes need to be made:

• On the PX1001 form, the surrender charges do not change, but the actuarial memorandum's description of the SNFL methodology does change.

This form has not been marketed and will not be marketed with the incorrect surrender charges.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

 SERFF Tracking Number:
 FRCS-127047326
 State:
 Arkansas

 Filing Company:
 Vantis Life Insurance Company
 State Tracking Number:
 48057

Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

## Form Schedule

Lead Form Number: CMP PX1001

| Schedule | Form   | Form Type Form     | n Name         | Action  | Action Specific | Readability | Attachment  |
|----------|--------|--------------------|----------------|---------|-----------------|-------------|-------------|
| Item     | Number |                    |                |         | Data            |             |             |
| Status   |        |                    |                |         |                 |             |             |
|          | CMP    | Policy/Cont Indivi | idual Flexible | Initial |                 | 54.700      | CMP         |
|          | PX1001 | ract/Fratern Prem  | nium Deferred  |         |                 |             | PX1001-     |
|          |        | al Annu            | iity           |         |                 |             | FINAL-dist- |
|          |        | Certificate        |                |         |                 |             | ocr.pdf     |

# VANTIS LIFE INSURANCE COMPANY [200 Day Hill Road Windsor, CT 06095] [www.vantislife.com]

As You read through the contract, the words "We", "Us", and "Our" refer to Vantis Life Insurance Company. The words "You" and "Your" refer to the Contract Owner.

Your contract is written in readable language to help You better understand Your annuity benefits. This contract is not a federally insured deposit and is not an obligation of nor is it guaranteed by any federally insured bank. Please ask Your Vantis Life Insurance Company representative to answer any questions about the contract.

This is a Qualified Flexible Premium Deferred Annuity. The Initial Interest Rate stated on the Schedule Page applies to the Initial Premium only, for the first contract year. A Renewal Interest Rate will be determined on each contract anniversary. The Minimum Guaranteed Interest Rate is stated on the Schedule Page. All declared rates are effective annual percentage rates.

If for any reason You are not satisfied with this contract, You may return it to Our Home Office or to any of Our agents within 10 days after You receive it. Any premium paid during this time will be refunded to You. This right to examine is extended to 30 days if a replacement of existing insurance is involved.

To obtain information or to make further inquiries regarding the contract, You may call Us at [866-826-8471].

Signed for Vantis Life Insurance Company at its Home Office, [200 Day Hill Road, Windsor, CT 06095].

Peter L. Tedone, President and CEO

Scott E. Smith, Sr. Vice President

#### INDIVIDUAL FLEXIBLE PREMIUM DEFERRED ANNUITY

Non-Participating

Annuity income is payable if the Annuitant is living on the Annuity Start Date. Death proceeds are payable upon the first death of an Owner. A Cash Surrender Value is available before the Annuity Start Date. Premiums are flexible and may be paid prior to the Annuity Start Date, subject to limitations.

Insurance products offered by Vantis Life Insurance Company are not deposits, are not insured by the FDIC or any other Federal Government Agency, and are not obligations of, nor guaranteed by any bank and may be subject to investment risk.

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RIDERS (if any)

APPLICATION(S)

**ENDORSEMENTS** (if any)

#### THE SCHEDULE PAGE

CONTRACT NUMBER [027F090013]

PLAN TaxSaver Prestige Plus - Qualified

Flexible Premium Deferred Annuity

OWNER(S) [John Q. Customer]

ANNUITANT(S) [John Q. Customer]

ISSUE DATE [APRIL 15, 2008]

ANNUITY PAYMENT OPTION\* [Life Income with 10 Years Guaranteed]

ANNUITY START DATE\* [AUGUST 3, 2048]

AGENCY/SERVICER [Agency]

INITIAL PREMIUM [\$500,000.00]

INITIAL INTEREST RATE [1.000%]

SURRENDER CHARGE PERIOD [7 YEARS] STARTING ON THE ISSUE DATE

SURRENDER CHARGE PERCENTAGE

BY CONTRACT YEAR CONTRACT YEAR 1: 7.500% CONTRACT YEAR 2: 6.500% CONTRACT YEAR 3: 5.500% CONTRACT YEAR 4: 4.500%

CONTRACT YEAR 4: 4.500%
CONTRACT YEAR 5: 3.500%
CONTRACT YEAR 6: 2.500%
CONTRACT YEAR 7: 1.500%

The Initial Interest Rate is an annual percentage rate which applies to the Initial Premium only, for the first contract year. A Renewal Interest Rate will be determined on each contract anniversary. The Minimum Guaranteed Interest Rate is [1.00]%.

\* The Owner may change the Annuity Start Date and Annuity Payment Option at any time prior to the Annuity Start Date subject to the terms of the annuity contract.

Vantis Life Insurance Company

CMP PX1001 DATE: [2/17/2011]

#### SECTION I

#### CONTRACT BASICS

#### **ANNUITANT**

The Annuitant is the person named in the attached application to receive annuity payments beginning on the Annuity Start Date and upon whose life the annuity payments will be based. The Annuitant cannot be:

- a corporation, partnership or association, or other business entity;
- a trustee or estate.

#### **BENEFICIARY**

A Beneficiary is any party named in Our records to receive death proceeds upon the death of the Owner, or to receive the remaining guaranteed annuity payments, as described in Section V, upon the death of the Annuitant. The original Beneficiary is named in the attached application for this contract.

If the Owner dies before the Annuity Start Date, We will pay the death proceeds as described in Section II - Distribution Requirements Upon Death of Owner, to the named Beneficiary and the contract will end. The death proceeds will equal the Annuity Purchase Amount as defined in Section V.

The Owner may change the Beneficiary at any time. When We receive a request to change the Beneficiary, the change will take effect as of the date the request is signed. So, if the Owner dies between the date of signing and date of receipt, the change will still take effect. However, We will not be liable for any payments We make or actions We take before receiving the request.

The Owner may name more than one Beneficiary. A numbered sequence may be used to list them. If two or more Beneficiaries are named without a numbered sequence or with the same number, then they will share the death proceeds equally. The living Beneficiary with the lowest number when death proceeds are due to the named Beneficiary will be entitled to the proceeds. If no Beneficiary survives the Owner, then the death proceeds shall be paid to the Owner's estate.

Any Beneficiary may be named an Irrevocable Beneficiary. An Irrevocable Beneficiary's rights cannot be changed without his or her consent. The Owner can exercise all contract rights without the consent of Beneficiaries, except Irrevocable Beneficiaries.

Beneficiaries who are not irrevocable have no rights in this contract until a benefit is determined to be due to them.

#### OWNER

The original Owner of this contract is named in the attached application. The Owner must be the Annuitant.

Before the Annuity Start Date, this contract gives the Owner the right to:

- change the Annuity Start Date, Annuity Payment Option and frequency of annuity payments;
- make partial cash withdrawals;
- surrender this contract for cash;
- request a duplicate contract; and
- change the Beneficiary.

The above rights may be exercised by a written request to Us on a form We approve. The consent of all Irrevocable Beneficiaries must be given before any change in this contract is made by the Owner.

#### NOTIFICATION OF DEATH

The death of any Owner or Annuitant is to be reported to Us immediately. We are entitled to recover any overpayments made because of a failure to notify Us of any such death. We are not responsible for any incorrect payments which result from a failure to immediately notify Us of the death of any Owner or Annuitant. We may periodically require proof that the Owner and/or Annuitant is still alive and may withhold any payments until such proof is received at Our Home Office. Any death benefit due will be payable upon receipt of due proof of death.

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#### SECTION II

#### DISTRIBUTION REQUIREMENTS UPON DEATH OF THE OWNER

This section is included pursuant to Section 72 of the Internal Revenue Code, as amended.

#### Death of Owner - After Annuity Start Date

If the Owner of this contract dies on or after the Annuity Start Date, but before the entire interest in this contract has been distributed, the remaining interest will be distributed at least as rapidly as under the method of payment in effect at the time of death.

Distribution of the remaining payments will continue as originally designated. Any remaining payments due will be paid to the person(s) living on the date of the Owner's death in the following order as Designated Beneficiary:

- Beneficiary.
- Contingent Beneficiary.
- Estate of the Owner.

#### • Death of Owner - Before Annuity Start Date

If the Owner of this contract dies before the Annuity Start Date, then the entire interest in the contract must be distributed by December 31<sup>st</sup> of the 5<sup>th</sup> year after the Owner's death. However, if the Designated Beneficiary is the Owner's spouse, then such spouse may continue this contract as Owner and Annuitant.

Upon Our receipt of due proof of death, distribution of the death benefit will be paid to the person(s) living on the date of the Owner's death in the following order as Designated Beneficiary:

- Beneficiary.
- Contingent Beneficiary.
- Estate of the Owner.

A Designated Beneficiary may elect to have the entire interest in this contract be distributed over the Designated Beneficiary's lifetime (or over a period not extending beyond the life expectancy of the Designated Beneficiary), provided distribution begins within one year of the Owner's death.

#### **GENERAL PROVISIONS**

#### **ISSUE DATE**

The Issue Date is shown on the Schedule Page. Contract months, years, and anniversaries are figured from this date.

For example: If a contract's Issue Date is June 15, then the first contract month ends July 14. The first contract anniversary is June 15 of the next year.

#### CONTRACT

This annuity contract is a legal contract between the Owner and Us. The entire contract consists of:

- the attached application;
- the annuity contract form; and
- any endorsements and/or riders added thereto.

All statements in the application shall, in the absence of fraud, be deemed representations and not warranties.

#### **INCONTESTABILITY**

This Contract shall be incontestable from the Issue Date.

#### CHANGES TO CONTRACT

No one has the right to change any part of this Policy or to waive any of its provisions unless the change is approved in writing by Us and signed by one of Our officers. We will not make any changes that reduce or eliminate benefits or coverage or impair or invalidate any right granted to the Owner under this Policy, except to conform to changes in any applicable provisions or requirements of the Internal Revenue Code.

#### LOST CONTRACT

The Owner may request a duplicate contract. We may, at Our discretion, issue a duplicate contract or certificate to replace this one and this contract would be void. We reserve the right to charge an administrative fee, not to exceed \$25.00, for each duplicate contract requested.

#### MISSTATEMENT OF AGE OR SEX

If the Annuitant's age or sex has been misstated, the amounts payable either before or after the Annuity Start Date will be what the premium would have bought had the correct age and sex been given. We will require proof of any Annuitant's date of birth and sex before making any annuity payments. Any amounts underpaid by Us on the basis of incorrect age or sex will be paid when the correction is made. Any amounts overpaid by Us on the basis of incorrect age or sex will be charged against payments due after the correction is made. Amounts paid or charged will be adjusted based on an interest rate of 6% per annum.

#### **PREMIUMS**

The Initial Premium is due on the Issue Date. The premiums are flexible and the Owner may pay additional premiums before the Annuity Start Date. We require any additional premium paid to be at least \$1,000.00. We reserve the right to not accept any additional premium during periods when the Renewal Interest Rate is ½ % or less higher than the Minimum Guaranteed Interest Rate. We also reserve the right to limit the total premium paid into the contract to \$500,000.00.

#### ANNUAL REPORT

Prior to the Annuity Start Date, at least once each year and without charge, We will mail to the Owner a report indicating the beginning and end dates of the current report period, the Annuity Purchase Amount at the beginning and end of the current report period, amounts credited and debited during the current report period, the Cash Surrender Value at the end of the current report period, and any other information required by law. The report will be mailed to the last address of the Owner reported to Us. The information will be as of a date not more than four months prior to the date of mailing. Additional reports will be available upon written request for a charge, which will not exceed \$25.00.

#### NON-PARTICIPATING

This Contract is non-participating and no dividends shall be paid hereunder.

#### CONTRACT DEPOSITS AND DISBURSEMENTS

All amounts deposited into this contract must be in United States currency. All amounts paid from this contract from Our Home Office will be in United States currency.

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#### SECTION IV

#### BENEFITS BEFORE THE ANNUITY START DATE

#### CASH SURRENDER VALUE

The Owner may return this contract at any time before the Annuity Start Date and receive the greater of:

- Cash Surrender Value; or
- The total of all premium paid, minus any previous partial withdrawals and applicable premium taxes.

Before the Annuity Start Date, the Cash Surrender Value equals the Annuity Purchase Amount multiplied by (1 - Surrender Charge Percentage) for the indicated contract year as stated on the Schedule Page. The Annuity Purchase Amount is described in Section V.

#### WAIVER OF SURRENDER CHARGE

Applicable surrender charges, if any, will be waived:

- If payments are made under an annuity option.
- For the payment of any death benefit.
- In the case of a Terminal Illness or Nursing Care Facility Partial Withdrawal or Surrender, subject to the conditions noted below.

#### TERMINAL ILLNESS SURRENDER OR PARTIAL WITHDRAWAL

Before the Annuity Start Date, the Owner may request the full distribution, Terminal Illness Surrender, or a portion, Partial Withdrawal, of the contract value.

The surrender charge percent is equal to zero (0) for any Terminal Illness Surrender or Partial Withdrawal if satisfactory proof that the Owner is terminally ill is received by Us.

Terminal illness is defined as an illness which limits the Owner's life expectancy to less than twelve (12) months. We will require proof that is satisfactory to Us that the Owner is terminally ill and not expected to live more that twelve (12) months. The proof will include, but is not limited to, certification by a Physician.

A Physician is defined as a licensed medical practitioner performing within the scope of his/her license. The Physician must not be the Owner, the Annuitant, or the parent, spouse or the child of the Owner or the Annuitant.

A Terminal Illness Surrender or Partial Withdrawal will be paid only to the Owner. Payment of the Terminal Illness Surrender will be considered full settlement of the Company's liability under the contract to the Owner, and the contract will terminate.

#### NURSING CARE FACILITY SURRENDER OR PARTIAL WITHDRAWAL

Before the Annuity Start Date, the Owner may request full distribution, Nursing Care Facility Surrender, or a portion, Partial Withdrawal, of the value of the annuity contract.

The Surrender Charge Percentage is equal to zero (0) for any Nursing Care Facility Surrender or Partial Withdrawal provided all of the following conditions are met:

- The Owner was Age 75 or younger on the date the annuity application was signed.
- The Owner was NOT confined to a Nursing Care Facility during the 12 months prior to the date the annuity application was signed.
- More than 12 months have elapsed since the Issue Date of this contract.
- The Owner has spent at least 90 consecutive days in a Nursing Care Facility.
- The withdrawal is requested within three years of admission to a Nursing Care Facility.

A Nursing Care Facility is defined as a facility which:

- is licensed and operates pursuant to the laws of the jurisdiction in which it is located,
- provides Nursing care or Custodial Care,
- primarily provides nursing care under the direction of a licensed physician, registered graduate professional nurse, or licensed vocational nurse, except when receiving custodial care, and
- is not a hospital, a home for the aged, a retirement home, assisted living facility, a rest home, a community living center or a place mainly for the treatment of alcoholism, mental illness or drug abuse.

We will require proof of confinement in a form satisfactory to Us.

Payment of the Nursing Care Facility Surrender will be considered full settlement of the Company's liability under the contract to the Owner, and the contract will terminate.

#### PARTIAL WITHDRAWAL BENEFIT

Before the Annuity Start Date, the Owner may make partial withdrawals from the Annuity Purchase Amount. These withdrawals are limited as follows:

- Partial withdrawals may not reduce the balance of the Annuity Purchase Amount to less than \$1,000.00.
- On an Unscheduled basis, the minimum amount that may be withdrawn is \$250.00.
- On a Scheduled basis, the minimum amount that may be withdrawn is \$100.00.

Any partial withdrawal may be subject to a surrender charge as stated on the Schedule Page. The partial withdrawal will be multiplied by (1 – Surrender Charge Percentage) for the indicated contract year.

During the first contract year, any partial withdrawal will be subject to the surrender charge.

In each subsequent contract year, the Owner may withdraw up to 10% of the Annuity Purchase Amount as of the prior contract anniversary without being subject to the surrender charge. Free Withdrawals are not cumulative. Any partial withdrawal during the Surrender Charge Period which exceeds 10% of the Annuity Purchase Amount as of the last contract anniversary will be subject to the surrender charge.

Required Minimum Distributions based on the Annuity Purchase Amount in the contract and in accordance with Internal Revenue Service regulations will not be subject to a surrender charge.

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During the Surrender Charge Period, Required Minimum Distributions reduce the remaining amount available of the 10% of the Annuity Purchase amount as of the last contract anniversary that is not subject to a surrender charge.

We may charge an Administrative Fee, not to exceed \$25.00, for each Partial Withdrawal in excess of 6 (six) per contract year.

#### **DELAY IN PAYMENT**

We can delay paying the Cash Surrender Value or any partial withdrawal for up to 6 months from the date We receive the request. We will not delay payment of any death benefit.

#### CREDITED INTEREST RATES

We credit interest daily. The interest rates shown on the Schedule Page and described herein represent an effective annual interest rate. An effective annual interest rate represents the rate of interest earned if money is left on deposit for a full year. Declared interest rates will not be lower than the Minimum Guaranteed Interest Rate stated on the Schedule Page.

The Initial Interest Rate is the rate credited on the Initial Premium during the first contract year, as stated on the Schedule Page.

The New Money Interest Rate is the rate credited on an Additional Premium payment for a period of one year from the date the Additional Premium is received in Our Home Office.

The Renewal Interest Rate is the rate credited on any portion of the Annuity Purchase Amount which is not subject to the Initial Interest Rate or New Money Interest Rate. On each contract anniversary We will specify the Renewal Interest Rate which will apply for the following year.

#### ADDITIONAL PREMIUMS

Each Additional Premium paid will be credited, for a period of one year, with the New Money Interest Rate in effect for Additional Premiums at the time the Additional Premium is received in Our Home Office. After one year from the date that an Additional Premium is received, that Additional Premium, and any interest earned thereon, will be credited with the Renewal Interest Rate then in effect for the contract, until the next contract anniversary.

#### SECTION V

#### BENEFITS AFTER THE ANNUITY START DATE

#### ANNUITY PURCHASE AMOUNT

The Annuity Purchase Amount on the Annuity Start Date will be used to calculate Annuity payments.

At any time before and on the Annuity Start Date, the Annuity Purchase Amount will equal:

- the Premiums paid; plus
- any interest credited; less
- any partial withdrawals as described in Section IV.

#### WHEN ANNUITY PAYMENTS BEGIN

The Annuity Start Date shown on the Schedule Page is the date when annuity payments are scheduled to begin. Before the Annuity Start Date, the Owner may request to change the Annuity Start Date. The Annuity Start Date shall be no earlier than Age 50 nor later than Age 99 of the Annuitant named in the Application. Ages are as of the Annuitant's nearest birthday.

#### HOW OFTEN PAYMENTS WILL BE MADE

Tables of guaranteed monthly payments appear at the end of this section. Before the Annuity Start Date, the Owner may request to have Annuity payments made less often than monthly.

If a payment under any income payment option chosen is less than \$100.00, We can make larger payments to the Annuitant at less frequent intervals. If the annual installment is less than \$500.00, We can pay the Annuity Purchase Amount in one lump sum to the Annuitant and this contract will end.

#### MINIMUM VALUES

The Annuity Purchase Amount, Cash Surrender Value and death proceeds are not less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805.

#### ANNUITY PAYMENT OPTIONS

Annuity payments will be made as stated on the Schedule Page. If no option is elected on the Annuity Start Date, payments will be made pursuant to Option 3. However, before the Annuity Start Date, the Owner may request to have such payments made under one of the following options:

Option 1: Fixed Period or Amount. Payments are made in uniform installments for a fixed period of time, and then the annuity terminates. Payments are not affected by the Annuitant's age, sex, or length of life. The Owner may choose the period of time over which payments are made. We will determine the payment which will pay out the Annuity Purchase Amount, with interest, over the chosen period. The Owner may, instead, choose the amount of the payment. We will then determine the period of payment. A smaller final payment may be necessary to complete the distribution of the proceeds. The payment period under Option 1 must extend beyond the Surrender Charge Period stated on the Schedule Page, as measured from the Issue Date.

Option 2: Life Income. Payments are made for as long as the named Annuitant lives. The annuity terminates upon the death of that named Annuitant.

Option 3: Life Income with 10 Years Guaranteed. Annuity Payments are made to the named Annuitant for as long as the Annuitant lives or for 10 years, whichever is longer.

Option 4: Life Income with 15 Years Guaranteed. Annuity Payments are made to the named Annuitant for as long as the Annuitant lives or for 15 years, whichever is longer.

Option 5: Life Income with 20 Years Guaranteed. Annuity Payments are made to the named Annuitant for as long as the Annuitant lives or for 20 years, whichever is longer.

Payments under Option 1 end with the last payment in the guaranteed period. Payments due under the guaranteed period but after the named Annuitant's death will be made to the Beneficiary as originally scheduled.

Payments under Option 2 will end with the payment due immediately before the date of the named Annuitant's death.

Payments under Options 3, 4, and 5 will end with the payment due immediately before the named Annuitant's death or the date of the last guaranteed payment, whichever is longer. Payments due under the guaranteed period but after the named Annuitant's death will be made to the Beneficiary as originally scheduled.

Payments will be based on an annual interest rate of not less than 1%. Payments made under any Option after the death of the named Annuitant, but before notification to Us, that are not due or reduce in amount under the terms of the chosen Payment Option will be reimbursed to Us or will be recovered from any remaining payments due to the Beneficiary.

To the extent allowed by law, amounts to be paid under any option will be free from the claims of creditors of the person or persons named to receive payments.

#### TABLES OF GUARANTEED MONTHLY ANNUITY PAYMENTS

These tables show the minimum guaranteed monthly payments for each \$1,000 of Annuity Purchase Amount applied. The Annuity Purchase Amount for any age or combination of ages not shown in these tables will be calculated on the same basis as the payments for those shown and may be obtained by written request.

Annuity benefits at the time of their commencement will not be less than those that would be provided by the application of the Cash Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by Us at the time to the same class of annuitants.

Vantis Life Insurance Company
Guaranteed Settlement Options for Deferred Annuities
Monthly Income per \$1,000 of Annuitized Proceeds
Interest Basis 1.00% Compounded Annually

**Option 1: Fixed Period or Amount** 

| Monthly<br>Payment |
|--------------------|
|                    |
| 83.71              |
| 42.07              |
| 28.18              |
| 21.24              |
| 17.08              |
| 14.30              |
| 12.32              |
| 10.83              |
| 9.68               |
| 8.75               |
| 7.99               |
| 7.36               |
| 6.83               |
| 6.37               |
| 5.98               |
| 5.63               |
| 5.33               |
| 5.05               |
| 4.81               |
| 4.59               |
|                    |

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# **Vantis Life Insurance Company**

Guaranteed Settlement Options for Deferred Annuities

Monthly Income per \$1,000 of Annuitized Proceeds

Year 2000 Valuation Table projected to 2025 with projection scale G, Interest Basis 1.00%

| Female Male |       |       |       |       |  |       |       |       |       |
|-------------|-------|-------|-------|-------|--|-------|-------|-------|-------|
| Female      |       |       |       |       |  | 0-10  |       |       | Ont F |
| A === = f   | Opt 2 | Opt 3 | Opt 4 | Opt 5 |  | Opt 2 | Opt 3 | Opt 4 | Opt 5 |
| Age of      | Life  | Life  | Life  | Life  |  | Life  | Life  | Life  | Life  |
| Annuitant   | only  | w/10  | w/15  | w/20  |  | only  | w/10  | w/15  | w/20  |
| 50          | 2.56  | 2.55  | 2.54  | 2.53  |  | 2.76  | 2.75  | 2.74  | 2.71  |
| 51          | 2.61  | 2.60  | 2.59  | 2.58  |  | 2.82  | 2.81  | 2.79  | 2.76  |
| 52          | 2.66  | 2.66  | 2.65  | 2.63  |  | 2.89  | 2.87  | 2.85  | 2.82  |
| 53          | 2.72  | 2.71  | 2.70  | 2.68  |  | 2.95  | 2.94  | 2.92  | 2.88  |
| 54          | 2.78  | 2.77  | 2.76  | 2.74  |  | 3.02  | 3.01  | 2.98  | 2.93  |
| 55          | 2.84  | 2.83  | 2.82  | 2.79  |  | 3.10  | 3.08  | 3.05  | 2.99  |
| 56          | 2.91  | 2.90  | 2.88  | 2.85  |  | 3.18  | 3.15  | 3.12  | 3.06  |
| 57          | 2.98  | 2.97  | 2.95  | 2.91  |  | 3.26  | 3.23  | 3.19  | 3.12  |
| 58          | 3.05  | 3.04  | 3.01  | 2.97  |  | 3.34  | 3.31  | 3.27  | 3.19  |
| 59          | 3.13  | 3.11  | 3.09  | 3.04  |  | 3.43  | 3.40  | 3.35  | 3.25  |
| 60          | 3.21  | 3.19  | 3.16  | 3.11  |  | 3.53  | 3.49  | 3.43  | 3.32  |
| 61          | 3.30  | 3.27  | 3.24  | 3.18  |  | 3.63  | 3.59  | 3.51  | 3.39  |
| 62          | 3.39  | 3.36  | 3.32  | 3.25  |  | 3.74  | 3.69  | 3.60  | 3.46  |
| 63          | 3.49  | 3.46  | 3.41  | 3.32  |  | 3.86  | 3.80  | 3.70  | 3.54  |
| 64          | 3.59  | 3.55  | 3.50  | 3.40  |  | 3.98  | 3.91  | 3.79  | 3.61  |
| 65          | 3.70  | 3.66  | 3.59  | 3.48  |  | 4.11  | 4.03  | 3.89  | 3.68  |
| 66          | 3.82  | 3.77  | 3.69  | 3.55  |  | 4.25  | 4.15  | 3.99  | 3.75  |
| 67          | 3.94  | 3.89  | 3.79  | 3.63  |  | 4.40  | 4.28  | 4.10  | 3.83  |
| 68          | 4.07  | 4.01  | 3.90  | 3.71  |  | 4.56  | 4.41  | 4.20  | 3.90  |
| 69          | 4.22  | 4.14  | 4.01  | 3.79  |  | 4.73  | 4.55  | 4.31  | 3.96  |
| 70          | 4.37  | 4.28  | 4.12  | 3.87  |  | 4.91  | 4.70  | 4.42  | 4.03  |
| 71          | 4.54  | 4.42  | 4.24  | 3.95  |  | 5.10  | 4.85  | 4.53  | 4.10  |
| 72          | 4.71  | 4.57  | 4.36  | 4.02  |  | 5.30  | 5.01  | 4.63  | 4.16  |
| 73          | 4.90  | 4.74  | 4.48  | 4.09  |  | 5.51  | 5.17  | 4.74  | 4.21  |
| 74          | 5.11  | 4.90  | 4.60  | 4.16  |  | 5.74  | 5.34  | 4.85  | 4.27  |
| 75          | 5.33  | 5.08  | 4.72  | 4.22  |  | 5.98  | 5.51  | 4.96  | 4.32  |
| 76          | 5.57  | 5.27  | 4.84  | 4.28  |  | 6.24  | 5.69  | 5.06  | 4.36  |
| 77          | 5.82  | 5.46  | 4.96  | 4.34  |  | 6.52  | 5.87  | 5.16  | 4.40  |
| 78          | 6.10  | 5.65  | 5.08  | 4.38  |  | 6.82  | 6.06  | 5.26  | 4.44  |
| 79          | 6.40  | 5.86  | 5.19  | 4.43  |  | 7.14  | 6.24  | 5.35  | 4.47  |
| 80          | 6.72  | 6.07  | 5.29  | 4.47  |  | 7.48  | 6.43  | 5.43  | 4.50  |
| 81          | 7.07  | 6.28  | 5.39  | 4.50  |  | 7.85  | 6.62  | 5.52  | 4.52  |
| 82          | 7.45  | 6.49  | 5.49  | 4.52  |  | 8.24  | 6.81  | 5.59  | 4.54  |
| 83          | 7.86  | 6.70  | 5.57  | 4.54  |  | 8.67  | 7.00  | 5.66  | 4.56  |
| 84          | 8.31  | 6.91  | 5.65  | 4.56  |  | 9.12  | 7.18  | 5.72  | 4.57  |
| 85          | 8.80  | 7.12  | 5.72  | 4.57  |  | 9.62  | 7.36  | 5.78  | 4.58  |
| 86          | 9.33  | 7.31  | 5.78  | 4.58  |  | 10.15 | 7.53  | 5.82  | 4.58  |
| 87          | 9.90  | 7.51  | 5.83  | 4.58  |  | 10.73 | 7.69  | 5.86  | 4.59  |
| 88          | 10.53 | 7.69  | 5.87  | 4.59  |  | 11.36 | 7.85  | 5.90  | 4.59  |
| 89          | 11.21 | 7.87  | 5.90  | 4.59  |  | 12.04 | 8.01  | 5.92  | 4.59  |
| 90          | 11.96 | 8.03  | 5.93  | 4.59  |  | 12.80 | 8.15  | 5.94  | 4.59  |

Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments:

**Attachments:** FCA Authorization-dist.pdf

AR COC - PX1001.pdf
AR RDB - PX1001.pdf

Item Status: Status

Date:

Bypassed - Item: Application

Bypass Reason: Application CMP 2861, which was submitted this same date under a separate cover, will be

used to apply for this annuity.

**Comments:** 

Item Status: Status

Date:

Satisfied - Item: Life & Annuity - Acturial Memo

Comments: Attachment:

Prestige Plus GENERIC INDEXED 2011 - FINAL.pdf

Item Status: Status

Date:

Satisfied - Item: Fraud Warning Page

Comments:

Attachment:

Fraud Language JULY 2010-dist.pdf



February 15, 2011

To: The Insurance Commissioner

#### **Authorization**

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

Margaret Mancaulle

**Vantis Life Insurance Company** 

By:

Title: Compliance Manager

# STATE OF ARKANSAS CERTIFICATION OF COMPLIANCE

**Company Name:** Vantis Life Insurance Company

Form Title(s): Individual Flexible Premium Deferred Annuity

Form Number(s): CMP PX1001

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.

Margaret Mancarella
Compliance Manager

February 15, 2011

Date

# STATE OF ARKANSAS READABILITY CERTIFICATION

**COMPANY NAME:** Vantis Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

| Form Number | Score |
|-------------|-------|
| CMP PX1001  | 54.7  |
|             |       |
|             |       |
|             |       |
|             |       |
|             |       |

Margaret Mancarella Compliance Manager

February 15, 2011

Date



**For residents of AR, IA, IL, OH, MA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact materials thereto commits a fraudulent insurance act, which is a crime.

**For residents of AK**: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law

**For residents of AZ:** For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**For residents of CA:** For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**For residents of CO**: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For residents of DE, ID: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**For residents of IN:** A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

**For residents of FL, KY, TX:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, or incomplete or misleading information is guilty of a felony of the third degree.

For residents of DC, LA, RI: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CMP FRD rev. 7/10

**For residents of MD:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison

For residents of MN: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**For residents of ND, TN, WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefit.

For residents of ME: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefit.

**For residents of NH:** Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20."

For residents of NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**For residents of NM:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information for payment of a loss or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and prison.

For residents of NY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**For residents of OK:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**For residents of OR**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact materials thereto may be guilty of insurance fraud and may be subject to prosecution.

**For residents of PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subject such person to criminal and civil penalties.

Company Tracking Number: 5353.2

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Classic and Prestige Annuities

Project Name/Number: VANTIS/86.2/86.2

# **Superseded Schedule Items**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:

Schedule Schedule Item Name

Replacement Attached Document(s)

Creation Date

02/22/2011

Supporting Life & Annuity - Acturial Memo 12/07/2011

Document

Prestige Plus Actuarial Memo-FINAL.pdf (Superceded)